

ASSIGNMENT OF AGREEMENT

THIS **ASSIGNMENT OF AGREEMENT** (this “Assignment”) is entered into by and between the **CITY OF FRISCO, TEXAS**, (the “Assignor”), and the **FRISCO COMMUNITY DEVELOPMENT CORPORATION**, a Texas nonprofit corporation (the “Assignee”), to be effective February 10, 2010.

RECITALS

WHEREAS, the Frisco Community Development Corporation is the owner of that certain real property and improvements situated in Collin County, Texas, located at the southeast corner of North Dallas Parkway and Cotton Gin Road, Frisco, Texas, known as the “Beal Building” (the “Property”);

WHEREAS, Assignor and **BOKA POWELL, LLC** entered into a B101-2007 Standard Form of Agreement Between Owner and Architect (the “Agreement”) dated December 31, 2009 to design renovations at the Property; and

WHEREAS, for consideration made and delivered, Assignor has agreed to assign all of its right, title and interest in the Agreement to the Assignee on the terms and conditions set forth in this Assignment.

NOW, THEREFORE, for good and valuable consideration, including the recitals set forth above, the receipt and sufficiency of which is hereby acknowledged, the Assignor and Assignee agree as follows:

1. Assignment. The Assignor does hereby sell, transfer, and set over and assign to the Assignee, all of Assignor’s right, title, and interest in the Agreement, and Assignee agrees to assume all of Assignor’s obligations contained therein.

2. Representations. Assignor hereby represents and warrants that (i) the Agreement is currently in full force and effect, and (ii) there is no pending or, to Assignor’s best knowledge, threatened litigation relating to the Agreement.

3. Notices. All notices, demands, requests and other communications required or permitted hereunder shall be in writing and shall be deemed to have been given when presented personally or when deposited in a regularly maintained receptacle for the United States Postal Service, postage prepaid, registered or certified, addressed to Assignor or Assignee, as the case

may be, at their respective addresses, or at such other address as Assignors or Assignee may from time to time designate by written notice to the other as herein required.

4. Modifications. No provision of this Assignment may be modified, waived or terminated except by a written instrument executed by the party against whom a modification, waiver or termination is sought to be enforced.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas and the laws of the United States applicable to transactions in the State of Texas, and is specifically performable in Collin County, Texas.

6. Descriptive Headings. The descriptive headings of this Assignment are inserted for convenience in reference only and do not in any way limit or amplify the terms and provisions hereof.

7. Severability. In case any of the provisions of this Assignment shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Assignment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

EXECUTED to be effective as of, although not necessarily signed on February 10, 2010.

ASSIGNOR:

CITY OF FRISCO, TEXAS

By: _____
Name: _____
Title: _____

ASSIGNEE:

FRISCO COMMUNITY DEVELOPMENT
CORPORATION, a Texas nonprofit corporation

By: _____
Name: _____
Title: _____

AGREED AND CONSENTED TO BY:

BOKA POWELL, LLC, a Texas limited
liability company

By: _____

Name: _____

Title: _____